COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES SOUTH CAROLINA

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TARIFF SCHEDULE APPLICABLE TO RESOLD AND FACILITIES-BASED COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF SOUTH CAROLINA ISSUED BY SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE)

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ISSUED BY: David Robinson, Manager - Public Policy Syniverse Technologies, Inc. 8125 Highwoods Palm Way Tampa, FL 33647-1776

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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1

2.1.1.1

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Sheets 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

- 1.1 Explanation of Symbols
 - (C) To signify a changed regulation
 - (D) To signify a discontinued rate or regulation
 - (I) To signify an increase in a rate
 - (M) To signify text or rates relocated without change
 - (N) To signify a new rate or regulation or other text
 - (R) To signify a reduction in a rate
 - (S) To signify reissued regulations
 - (T) To signify a change in text but no change in rate
 - (Z) To signify a correction
- 1.2 Application of the Tariff
 - 1.2.1 This tariff governs the Carrier's services that originate and terminate in South Carolina. Specific services and rates are described elsewhere in this tariff.
 - 1.2.2 The Company's services are available to business customers.
 - 1.2.3 The Company's service territory is statewide. Calling areas are consistent with AT&T's tariff.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Syniverse Technologies, Inc.
- 1.3.2 "Commission" means the South Carolina Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

private offer dedicated intends to Applicant telecommunications exchange local interexchange and services on a facilities-based and resale basis. Company will market to large business customers including ILECs, CLECs, ISPs, paging, cellular, and cable companies. The Company will not be marketing to residential or small businesses, but primarily other carriers.

2.2 Obligations of the Customer

- 2.2.1 The customer shall be responsible for:

 - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which Company's employees and agents shall Company's maintaining the installing or facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. responsible shall be customer The removing and disposing identifying, monitoring, any hazardous material prior construction or installation work.
- regulations with all laws and 2.2.1.5 Complying consents, and obtaining all applicable to, and permits as may approvals, licenses required with respect to, the location of the equipment in Company's facilities and customer premises for the purpose of installing, inspecting, maintaining, repairing, termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- responsible for is ensuring 2.2.3 The customer equipment connected to Company customer-provided equipment and facilities is compatible with equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth

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in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

- 2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by course of occurring in the Company, furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.
- 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment,

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facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved against claims harmless by the customer misleading fraudulent or libel, slander, copyright advertisements or infringement of arising directly or indirectly from material facilities or transmitted over its against claims for infringement thereof; patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment equipment and facilities furnished by the Company on such premises or by the installation removal thereof, when such defacement damage is not the result of negligence of the For the purpose of this paragraph, no Company. agents or employees of the other participating agents carriers shall be deemed to be employees of the Company except where contracted by the Company.

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- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations
 - 2.3.5.1 The Company does not quarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, installation, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.
- 2.3.6 Service at Outdoor Locations
 - 2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.
- 2.3.8 Limitation of Liability
 - 2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

- 2.4.1 Local exchange services and pricing is obtained on an individual case basis (ICB) and is initiated upon requests from customers. Payment for services shall be governed by applicable Syniverse negotiated interconnection contract price in effect at the time service is provided. Syniverse reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by Syniverse. Syniverse manages its own billing system.
- 2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

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2.4.3 Minimum Contract Period

- 2.4.3.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.3.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.3.3 The Company may require a minimum contract period longer than one month in connection with special, nonstandard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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2.4.4 Cancellation of Service

- 2.4.4.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.4.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - 2.4.4.2.A The total costs of installing and removing such facilities; or
 - 2.4.4.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.4.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

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- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by the South Carolina Public Service Commission.

		- All Control of the
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2.7 Special Customer Arrangements

customer requests special or unique cases where a include but are not limited to arrangements which may installation, construction, conditioning, engineering, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the provide the requested services. Appropriate Company, may recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.8 Unlawful Use of Service

- 2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not approvals, governmental required all obtained and permits. licenses, consents, authorizations, Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
 - 2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
 - 2.8.1.2 The Company is notified writing by in enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or information in interstate or gambling receiving foreign commerce in violation of the law.

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2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with South Carolina State Law

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2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as "ICB." The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.2 SYNIVERSE SWITCHED TRANSPORT

Provisioned via FGD truck groups, the customer shall specify:

- a. A reference to existing signaling connections or reference to a related signaling connection order,
- b. Local Switching options, if any
- c. For SS7 Signaling Connections, STP point codes and location identifier codes, circuit identification codes and switch type
- d. For SS7 Signaling Connections, specification of the level of diversity in its network,
- e. The customer shall specify 64 CCC Local Switching Options, if any.
- f. Service Installation Guarantees are negotiated via contractual basis
- g. Local switching charges can be provided on an individual case basis (ICB).

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3.3 Syniverse Signaling

This service allows the customer to receive signals for call set-up out of band. This option is available via Feature Group D truck groups purchased by Syniverse. This option requires the establishment of a CCS7 Signaling Connections and CCS7 Signaling Terminations between the customer's signaling point of interface and the Company-designated Signal Transfer Point (STP). A minimum of one pair of one quad of CCS7 Connections and Terminations is required.

3.3.1 CALL RELATED DATABASES AND TCAP MESSAGE TRANSMISSION. Database services provide customers network intelligence to deliver TCAP messages to end users. This service allows customers to deliver TCAP messages and provides for the transmission of information corresponding to TIA Interim Standard 41 (Sub-systems 005-010) over a customer's SS7 will be routed Messages Signaling Connection. TCAP codes destination point according to originating and provided by the customer. This option requires utilization of SS7 Signaling Connections and SS7 Signaling Terminations between the customer's signaling point of interface and each of the Company's Local Signal Transfer Points (STPs) within the LATA. This service is available where facilities and switching capability are available.

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3.4 Syniverse Dedicated Transport Services

Interoffice Channels are provided between the customer serving wire center to any of the following customer designated points: (1) the Company end office, (2) the Access Tandem, (3) Company Facility Hub (Hub), or between (4) a Hub to Company end office, or (5) a Hub to an Access Tandem and, (6) a Hub to a Hub. Such systems include point-to-point or multi-point service with data transport speeds adaptable to meet customer needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for data transport speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for data transport speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

DS-3 (T45) for data transport speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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4 RATES AND CHARGES

4.1 Switched Transport	RATE
A. Tandem-Switched Transport Termination	
Per Access Minute	\$0.03000
B. Tandem-Switched Transport Facility	
Per Access Minute per mile	\$0.03000
4.2 Switching Charge	
A. Originating Switching Charge	
Per Access Minute	\$0.08000
B. Terminating Switching Charge	
Per Access Minute	\$0.08000

4.3 SS7 Signaling Connections, SS7 Signaling Terminations and SS7 Access Arrangement Usage

1. SS7 Signaling Connection

(a) Per 56 kbps facility	Monthly Rate \$155.00	Nonrecurring Charge \$150.00

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4.3	SS7	Signaling Connections,	ss7	Signaling	Terminations	and
	SS7	Access Arrangement Usag	e -	cont'd		

- 2. SS7 Signaling Termination
- (a) Per STP port

\$337.05

3. SS7 Signaling Usage

(a) Call Set-Up, per message (ISUP)

(b) TCAP, per message

\$0.000035 \$0.000123

RATE

4. SS7 Point Code Establishment or Change

		Nonrecurring Charge		
		<u>First</u>	<u>Additional</u>	
(a)	Originating Point Code, Established or Changed	\$40.00	\$8.00	
(b)	Per Destination Point Code, Established or Changed	\$8.00	\$8.00	

4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE)

ICB Design Change will apply when an engineering review is required.

ICB Private Line Service Order Modification Charge will apply on a per occurrence basis.

ICB Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.

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4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE) - cont'd

Expedited Order Charge

will apply on a per order,

per occurrence basis.

Design Change

will apply when an engineering
review is required.

Private Line Service Order Modification Charge ICB will apply on a per occurrence basis.

Service Date Change Charge
will apply on a per order, per occurrence basis
for each service date changed.

Design Change Charge
will apply on a per order, per occurrence
basis, for each order requiring a Design Change.

Expedited Order Charge ICB will apply on a per order, per occurrence basis.

4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES

4.5.1 Service Implementation Charges

A. Installation Charge Per Service
DS-0
DS-1
DS-3
OC-3
OC-12
ICB
ICB
ICB
ICB

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4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES - cont'd

В.	Monthly Charge Per Service DS-0 DS-1 DS-3 OC-3 OC-12	ICB ICB ICB ICB
4.5.2	Change Charges A. Service Date B. Design Changes C. Expedite Charges	ICB ICB ICB
4.5.3	Cancellation Charges Per Order	ICB

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